

SERVICES GENERAL PROVISIONS

This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Energy Acquisition Regulations (DEAR-CFR Title 48, Chapter 9) contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, D.C. 20402-9328.

For purposes of this order, where the article says "Government", change it to read "Bettis"; where the article says "Contracting Officer", change it to read "Buyer"; and when the article says "Contractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to Bettis and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

<u>ARTICLE</u>	<u>REFERENCE</u>
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (>\$10K)	FAR 52.222-36
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (>\$10K)	FAR 52.222-35
ANTI-KICKBACK PROCEDURES (>\$100K)	FAR 52.203-7
AUDIT AND RECORDS-NEGOTIATION (>\$100K)	FAR 52.215-2
AUTHORIZATION AND CONSENT (With Alt. I)	FAR 52.227-1
BANKRUPTCY (>\$100K)	FAR 52.242-13
CHANGES-FIXED-PRICE (Delete Para. (e))	FAR 52.243-1
CLASSIFICATION/DECLASSIFICATION	DEAR 952.204-70
CLEANING UP	FAR 52.236-12
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (>\$100K)	FAR 52.222-4
COST ACCOUNTING STANDARDS (>\$500)	FAR 52.230-2
- ADMINISTRATION OF COST ACCOUNTING STANDARDS (>\$500K)	FAR 52.230-6
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Delete the reference in paragraph f to the Disputes Article)	FAR 52.249-8
DEFINITIONS	FAR 52.202-1
DISPLACED EMPLOYEE HIRING PREFERENCE (>\$500K)	DEAR 952.226-74

<u>ARTICLE</u>	<u>REFERENCE</u>
DUTY-FREE ENTRY (>\$10K)	FAR 52.225-8
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (>\$10K)	FAR 52.222-37
EQUAL OPPORTUNITY	FAR 52.222-26
FACILITIES CAPITAL COST OF MONEY	FAR 52.215-16
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR	DEAR 952.204-74
GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	FAR 52.245-4
GRATUITIES (>\$100K)	FAR 52.203-3
INSPECTION OF SERVICES--FIXED-PRICE	FAR 52.246-4
INSURANCE-WORK ON A GOVERNMENT INSTALLATION	FAR 52.228-5
INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION	DEAR 970.5223-1
INTEREST	FAR 52.232-17
LIMITATION OF LIABILITY - SERVICES	FAR 52.246-25
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (>\$100K)	FAR 52.203-12
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (>\$100K)	FAR 52.227-2
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1
NUCLEAR HAZARDS INDEMNITY AGREEMENT (ORDERS WHICH MAY INVOLVE RISK OF PUBLIC LIABILITY AS DEFINED IN THE ATOMIC ENERGY ACT OF 1954, AS AMENDED)	DEAR 952.250-70
OPERATIONS AND STORAGE AREAS	FAR 52.236-10
PATENT INDEMNITY	FAR 52.227-3

<u>ARTICLE</u>	<u>REFERENCE</u>
PAYMENTS	FAR 52.232-1
PREFERENCE FOR PRIVATELY OWNED U. S. - FLAG COMMERCIAL VESSELS (>\$100K)	FAR 52.247-64
PREFERENCE FOR U. S. - FLAG AIR CARRIERS	FAR 52.247-63
PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS	DEAR 952.223-75
PROHIBITION OF SEGREGATED FACILITIES (>\$10k)	FAR 52.222-21
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (>\$500K) - MODIFICATIONS (>\$500K)	FAR 52.215-10 FAR 52.215-11
PRIVACY ACT NOTIFICATION - PRIVACY ACT	FAR 52.224-1 FAR 52.224-2
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (>\$100K)	FAR 52.203-6
RIGHTS IN DATA - GENERAL (With Alt. V) (Add Paragraph (d)(3) from DEAR reference)	FAR 52.227-14 DEAR 927.409(a)(1)
SECURITY	DEAR 952.204-2
SERVICE CONTRACT ACT OF 1965, AS AMENDED	FAR 52.222-41
SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	FAR 52.236-3
SMALL BUSINESS SUBCONTRACTING PLAN (With Alt. I) (>\$500K)	FAR 52.219-9
STOP-WORK ORDER	FAR 52.242-15
SUBCONTRACTOR COST OR PRICING DATA (>\$500K) - MODIFICATIONS (>\$500K)	FAR 52.215-12 FAR 52.215-13
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
SUPERINTENDENCE BY THE CONTRACTOR	FAR 52.236-6
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (≥\$100K)	FAR 52.249-2

<u>ARTICLE</u>	<u>REFERENCE</u>
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (<\$100K)	FAR 52.249-4
UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
WAIVER OF FACILITIES CAPITAL COST OF MONEY	FAR 52.215-17
WARRANTY OF SERVICES (Reference subparagraph b: Notice will be made by Bettis within 90 calendar days from the date of performance of the service.)	FAR 52.246-20
WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DOE-On-Site Work Only)	DEAR 952.203-70
WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (>\$500K)	DEAR 970.5226-2

In addition, the following articles are included in their entirety:

PUBLIC RELEASE OF INFORMATION

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Bettis for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, or manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Bettis.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Bettis to permit appropriate measures to be taken to protect the information. Under no circumstances, should this information be released to such authority without prior notification and agreement of Bettis.
- (c) Seller agrees that this requirement of prior Bettis approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Bettis, its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

ASSIGNMENT AND SET-OFF

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Bettis. This order may be assigned by Bettis to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Bettis shall be entitled at all times to set off against any amount payable at any time by Bettis under this order, any amount owing at any time from Seller to Bettis whether arising under this order or other contracts or orders with Seller.

LOWER-TIER SUBCONTRACTS

- (a) The Seller shall, within ten calendar days after the execution of the order, submit to Bettis, in writing, a list of the names of all the lower-tier subcontractors, material men, and suppliers for any and all parts of the work hereunder.

Bettis reserves the right to reject any lower-tier subcontractor as to whom the Seller is unable to demonstrate that he has the necessary equipment and ability to perform the work called for, or who has previously failed to perform properly or failed to complete on time work of a similar nature. If, at any time during the progress of the work, Bettis determines that any such lower-tier subcontractor is incompetent or undesirable, Bettis will notify the Seller accordingly, and the Seller shall take immediate steps to terminate the order of such lower-tier subcontractor.

- (b) The Seller agrees that he is as fully responsible to Bettis for the acts and omissions of his lower-tier subcontractors and of persons either directly or indirectly employed by them as he is responsible for the acts and omissions of persons directly employed by him.
- (c) Nothing contained in the order shall be construed to create any contractual relation between any lower-tier subcontractor and Bettis nor to relieve the Seller of his obligations hereunder.
- (d) Each expenditure, order, purchase, or commitment (not including contracts of employment) made by the Seller pursuant to this order for any amount in excess of five thousand dollars (\$5,000.00), shall be in writing, and each such order shall contain provisions that such expenditure, order, purchase, or commitment is assignable to Bettis if Bettis shall so request. The Seller shall make all such orders in its own name and not bind or purport to bind Bettis.

CONTRACT ACCEPTANCE

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Bettis that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

COST ACCOUNTING STANDARDS (CAS)

CAS requirements do not apply if the order does not exceed \$500,000 and the offeror claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.